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UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

MEDICAL MANAGEMENT  
INTERNATIONAL, INC., d/b/a  
BANFIELD PET HOSPITAL, a Delaware  
corporation,

Plaintiff,

v.

OLUWASEYI SOBOWALE, an individual,

Defendant.

Case No.: 12-cv-0047-BR

ANSWER AND AFFIRMATIVE  
DEFENSES OF DEFENDANT  
OLUWASEYI SOBOWALE

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In response to Plaintiff's Complaint ("Complaint"), Defendant Oluwaseyi Sobowale  
("Dr. Sobowale") admits, denies, and alleges as follows:

## **PARTIES**

1. Dr. Sobowale lacks information or knowledge sufficient to form a belief as to the allegations in paragraph 1 and therefore denies the same.

2. Dr. Sobowale admits paragraph 2 of the Complaint.

## **JURISDICTION AND VENUE**

3. Dr. Sobowale lacks information or knowledge sufficient to form a belief as to the allegations in paragraph 3 of the Complaint and therefore denies the same.

4. Dr. Sobowale denies paragraph 4 of the Complaint.

## **FIRST CLAIM FOR RELIED**

### **(BREACH OF CONTRACT)**

5. In response to paragraph 5 of the Complaint, Dr. Sobowale restates and incorporates his answers in response to paragraphs 1-4, inclusive, as though fully set forth herein.

6. In response to paragraph 6 of the Complaint, Dr. Sobowale admits that Banfield hired him as a veterinary doctor in 2004; that he was made a Partner Doctor in July 2005; and that, during his employment, he worked at two Banfield hospitals in Maryland. Dr. Sobowale denies that his transition to a Partner Doctor was a promotion.

7. In response to paragraph 7 of the Complaint, Dr. Sobowale admits that, during the seven years he was a Banfield doctor, he had regular contact with Banfield clients he served, and had access to those clients' and pets' information. Dr. Sobowale lacks information or knowledge sufficient to form a belief as to the remainder of the allegations in paragraph 7 of the Complaint and therefore denies the same.

8. Dr. Sobowale admits paragraph 8 of the Complaint, except that Dr. Sobowale denies that becoming a Partner Doctor in July 2005 constituted a “bona fide advancement.”

9. Dr. Sobowale admits that plaintiff has accurately quoted the document cited.

10. Dr. Sobowale admits that plaintiff has accurately quoted the document cited.

11. Dr. Sobowale denies paragraph 11 of the Complaint.

12. Dr. Sobowale denies paragraph 12 of the Complaint.

13. Dr. Sobowale denies paragraph 13 of the Complaint.

14. Dr. Sobowale admits that plaintiff has accurately quoted the document cited.

15. Dr. Sobowale lacks information or knowledge sufficient to form a belief as to the allegations in paragraph 15 of the Complaint and therefore denies the same.

16. Dr. Sobowale denies paragraph 16 of the Complaint.

17. Dr. Sobowale denies paragraph 17 of the Complaint.

## **SECOND CLAIM FOR RELIEF**

### **(TORTIOUS INTERFERENCE)**

18. In response to paragraph 18 of the Complaint, Dr. Sobowale restates and incorporates his answers in response to paragraphs 1-17, inclusive, as though fully set forth herein.

19. In response to paragraph 19 of the Complaint, Dr. Sobowale admits that Banfield had business relationships with its employees and customers. Dr. Sobowale denies the remainder of the allegations in paragraph 19 of the Complaint.

20. Dr. Sobowale denies paragraph 20 of the Complaint.

21. Dr. Sobowale denies paragraph 21 of the Complaint.

22. Dr. Sobowale denies paragraph 22 of the Complaint.

23. Dr. Sobowale denies paragraph 23 of the Complaint.

**AFFIRMATIVE DEFENSES**

In further response to Plaintiff's Complaint, and without assuming Plaintiff's burden of proof as to any claim or issue, Dr. Sobowale alleges the following affirmative defenses:

**FIRST AFFIRMATIVE DEFENSE**

**(Failure to State a Claim)**

24. Plaintiff fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

**(Lack of Subject-Matter Jurisdiction)**

25. This Court does not have subject-matter jurisdiction under 28 U.S.C. § 1332 because Plaintiff's damages, if any, do not exceed \$75,000.

**THIRD AFFIRMATIVE DEFENSE**

**(Waiver/Estoppel/Laches)**

26. All or portions of plaintiff's claims are barred by the doctrines of waiver, estoppel, and/or laches.

**FOURTH AFFIRMATIVE DEFENSE**

**(Lack of Good Faith)**

27. Plaintiff makes allegations in its Complaint that it knows are untrue.

**FIFTH AFFIRMATIVE DEFENSE**

**(Not Entitled to Relief Requested)**

28. Plaintiff is not entitled to the relief it requests for its claims.

### **SIXTH AFFIRMATIVE DEFENSE**

#### **(Failure to Mitigate)**

29. Without conceding that Plaintiff has suffered any damages as a result of any alleged wrongdoing by Dr. Sobowale, Plaintiff failed to mitigate its damages.

### **SEVENTH AFFIRMATIVE DEFENSE**

#### **(Good Faith Efforts)**

30. Any alleged punitive damages are barred because Defendant made good faith efforts to comply with applicable law.

### **RESERVATION OF OTHER AFFIRMATIVE DEFENSES**

31. Dr. Sobowale has not yet had an opportunity to complete discovery and, accordingly, reserves the right to assert additional affirmative defenses, the bases for which may be disclosed in the course of discovery

WHEREFORE, Dr. Sobowale prays for judgment as follows:

1. That judgment be entered against Plaintiff on all claims asserted in the Complaint;
2. That the Court deny Plaintiff all remedies and prayers for relief requested in the Complaint;
3. That the Court award Dr. Sobowale his costs and disbursements incurred in defending this action; and

For such other relief as deemed just and equitable.

DATED: February 8, 2012.

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